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SECTION E – INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

Clause No.	FAR Clause No.	Title and Date
E.1.1	52.246-2	Inspection of Supplies--Fixed Price (AUG 1996)
E.1.2	52-246-4	Inspection of Services—Fixed Price (AUG 1996)
E.1.3	52.246-6	Inspection – Time and Materials and Labor-Hour (May 2001)
E.1.4	52.246-16	Responsibility for Supplies (APR 1984)

E.2 Scope of Acceptance

This section sets forth requirements for inspection and acceptance of all services acquired under this contract and installed by the Contractor at each location. It establishes inspection and acceptance testing requirements that must be met before any services ordered under this contract are accepted by the Government.

E.2.1 Transition

The Contractor shall perform/conduct transition, testing and acceptance, in accordance with the final negotiated Transition Plan (C.3.2.1) and associated Acceptance Test Plan. These plans shall be submitted in accordance with the delivery dates specified in Section C, Table C-6.

The Government will evaluate the transition with regard to outages and schedule adherence as identified in Section F, Table F-3a.

At the successful completion of transition, all services provided by the Contractor shall be in place and fully operational as required under Section C and shall have been tested and accepted by the Government.

After the contract is awarded, the Contractor shall begin performance of the contract upon receipt of a notice to proceed issued by the Contracting Officer.

E.2.2 Acceptance Test Plan

Within thirty (30) calendar days after the notice to proceed is issued the Contractor shall provide the Government the final negotiated Acceptance Test Plan, which shall be used for

transition and ongoing service acceptance testing. The Contractor shall not change any test steps unless formal, written approval is obtained from the Contracting Officer. The Contractor's final negotiated Acceptance Test Plan shall also include generic inspection and test procedures/processes to be used as a guide for testing and accepting new services acquired beyond the transition period.

E.2.2.1 Government Witness

Each test identified in the Acceptance Test Plan shall be performed by the Contractor and may be witnessed by a Designated Agency Representative (DAR). The DAR will be identified to the Contractor, in writing, prior to the start of any testing.

E.2.3 Acceptance Testing

The core network infrastructure and/or site connectivity shall be tested and accepted for complete interoperability and functionality. Acceptance testing shall consist of a functional test, as well as a performance test.

E.2.4 Functional Testing

The functional test shall demonstrate the ability of the Contractor-provided services to correctly perform functions in accordance with the approved Acceptance Test Plan, other terms and conditions of this contract, and OEM standards. Failure to meet the requirements of any portion of the Acceptance Test Plan shall be deemed as a failure of the test. Upon approval by the Government, testing may be rescheduled after appropriate corrections have been made.

Prior to any testing, the Contractor shall certify that all services and features have been provided and that, to the Contractor's knowledge, no mechanical, electrical, or software problems exist, and that all services are functional and ready for testing.

Once the Contractor-provided services have passed the functional test, the Contractor shall submit a certification that states all functional tests have been performed and successfully passed in accordance with the approved Acceptance Test Plan. The Contractor, as well as the Government witness or representative, shall sign this document. This document does not constitute system acceptance, but authorizes the Contractor to begin the performance testing.

E.2.5 Performance Testing

Upon successful completion of the functional test, and after the Government has received the required certification, the services and functions shall undergo a thirty (30) calendar day performance test.

During the performance testing period, all services or functions shall satisfy the requirements of this contract successfully for a minimum of thirty (30) consecutive calendar days while being utilized in routine day-to-day operations. In the event that actual traffic load is not available, the Contractor, upon the Government's request, shall simulate day-to-day workload for testing purposes. If a Government office is closed on a normally scheduled workday and for any reason not connected with the performance of the service, this day will be

considered null and will not count in determining the full performance period for performance testing.

E.2.5.1 Delay of Start of Acceptance Testing Period

The Government reserves the right to delay the start of performance testing, but such delay shall not exceed thirty (30) calendar days.

E.2.5.2 Failure of Performance Testing

In the event that the service or function does not pass the performance test during the initial thirty (30) day performance period, the Government may allow the performance test to continue on a day-to-day basis until the test has been successfully completed for a total of thirty (30) consecutive calendar days. The full performance test, including the continuance, shall not exceed sixty (60) consecutive calendar days. Should the service or function fail to satisfy performance test requirements specified herein, within the sixty (60) calendar days, the Contractor may be considered in default of obligations under this contract.

E.2.6 Failure of Acceptance Testing

If the acceptance testing results are unacceptable, the Government will notify the Contractor of the problems. The Contractor shall initiate corrective action and may be directed to return to the previous configuration to ensure no disruption to the users. If the services are rejected by the Government, based upon the results of the acceptance testing, the Government may extend the testing period, request a replacement of the services (in whole or in part), or cancel the order at no charge to the Government. Should the Government elect any of these alternatives, all expenses incurred by the Government shall be the Contractor's responsibility.

In cases where acceptance testing cannot be successfully completed due to circumstances beyond the control of the Contractor, the Contractor shall notify the CO and the COTR, in writing, of the details surrounding the deficiencies and the steps the Contractor has taken to overcome the deficiencies. These cases shall be discussed between the CO and the Contractor. On a case-by-case basis, the Government may choose to extend the testing period. If the Contractor fails to perform the corrections required by the Government within the time allowed for such corrections, the Government will have the right to acquire detailed recommendations from sources other than the Contractor for corrective action. The Government may use resources other than the Contractor to correct the deficiencies and then bill the Contractor for all incurred costs. These costs shall include any costs incurred by the Government, which are directly related to the replacement or performance. The Government will have the right to make an equitable adjustment in the invoice price.

For services or functions ordered via individual delivery orders that fail to meet acceptance test requirements, the Government shall require the immediate removal of the service or elect to terminate the delivery order.

E.3 Certified Ready for Acceptance

Once the service has passed the acceptance testing, the Contractor shall submit a certification that states all performance tests have been performed and successfully passed in accordance with this Section E and the approved Acceptance Test Plan. The Contractor, as well as the Government witness or representative, shall sign this document.

Final acceptance by the Government shall be made following the successful completion of the acceptance testing, as identified in this section, and after the certified, ready for acceptance certification is received by the Government's Contracting Officer. At no time shall acceptance be issued or payments be made to the Contractor prior to formal service acceptance by the Contracting Officer. If the CO accepts the performance of the services after the acceptance testing period ends, the service will be deemed accepted.

E.4 Documentation

In the event of any failures during acceptance testing, the Contractor shall formally notify the CO and COTR, in writing, of all individual services or functions that will be affected. The Contractor shall also identify the impact on workload or performance that the Government may experience.

During the acceptance test period, the Contractor shall maintain a daily log of performance. Upon successful completion of the testing period, the Contractor shall include the performance log with the completed functional test plan, and certified ready for acceptance statements. The Government has the right to request any completed documents prior to the completion of the testing period. All documentation shall become the property of the Government.

E.5 Added, Modified or Substituted Equipment, Software, or Services

Services added, modified, or substituted during the performance period of this contract are subject to all requirements identified in this section. These services are also subject to separate functional and performance testing, as defined herein, and are subject to all associated contract requirements.

The Government reserves the right to waive the full thirty (30) calendar day performance period and may change the testing timeframes so such services or functions can be accepted with the fully managed service.

E.6 Payment

Upon acceptance of the services by the Government, the Contractor shall invoice the Government for the time period commencing with the first day of the successful thirty (30) consecutive day acceptance testing period and shall provide prorated invoices for services that do not cover a full month.

Following the successful completion of the acceptance testing and transition, invoices shall be submitted on a monthly basis for services performed and accepted.

(End of Section)